

APPENDIX B

Issuer of Letter of Credit

Name: _____

Address: _____

Date: _____

Irrevocable Letter of Credit No. _____

City of Olathe, Kansas

City Hall

P. O. Box 768

Olathe, KS 66051

Attention: City Clerk

_____,
(the "Bank"), hereby establishes in the favor of the City of Olathe, Kansas, a political subdivision of the State of Kansas (the "City"), the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), in the amount of \$ _____, effective immediately and expiring on (the "Stated Expiration Date"), unless otherwise extended as hereinafter set forth.

The Bank hereby irrevocably authorizes you to draw on the Bank in accordance with the terms and conditions hereinafter set forth, and in accordance with the provisions of the agreement between the City and _____, dated _____, an amount not exceeding \$ _____ (the "Stated Amount").

Subject to the foregoing and the further provisions of this Letter of Credit, a demand for payment may be made by you by presentation to the Bank at its address set forth above (Attention: _____) of your properly endorsed sight draft. The sight draft drawn under this Letter of Credit must bear on its face the clause "Drawn" under _____ Letter of Credit No. _____.

This Letter of Credit sets forth in full the terms of the Bank's undertaking, and this undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement specified herein or in which this Letter of Credit is identified or to which this Letter of Credit relates, except for the sight draft mentioned herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such sight draft.

This Letter of Credit shall be governed by the terms of the Uniform Customs and Practice Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Kansas and shall, as to matters not governed by the Uniform Customs, be governed in accordance with the laws of said State.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to the Bank at its address set forth above (Attention: _____) specifically referring to the number of this Letter of Credit.

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Attached hereto as Exhibit A is a true and correct copy of a resolution adopted by the Board of Directors of the Bank, minutes of a duly called meeting of the Board of Directors of the Bank, or an excerpt from the Bank's bylaws which, at the date hereof are still in full force and effect giving requisite authority to the officer or agent signing this Letter of Credit to do so on behalf of the Bank, or, in lieu of such resolution, minutes or bylaws, an affidavit signed by the president of the Bank certifying to the authority of such officer or agent to sign this Letter of Credit on behalf of the Bank.

The Bank hereby agrees with the drawer of a sight draft, drawn in compliance with the terms of this Letter of Credit, that the same shall be duly honored on presentation to the drawee.

Sincerely,

By _____
Authorized Signature
(Name and Title)